

195449 Cherry, Charles O I Father of C. C. Cherry, Jr.  
See 195450



To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia.

Your oratrix O. I. Parsons humbly complaining would show unto your honor that on the 9th day of November, 1904, she sold to one Charles C. Flanary at the price of \$165.00, a wagon and team consisting of one yellow horse about nine years old, and one blind bay horse from twelve to fourteen years old, a two horse wagon and a set of harness; which were to be paid for as follows by the said Flanary, to-wit: \$22.50 in hand paid, and the residue to be paid in eight equal monthly installments of \$17.81 1/4 each, and on the said team, wagon and harness of horses your oratrix retained a lien which said lien was duly docketed in the name of your oratrix the vendor and of Charles C. Flanary the vendee in the vendor's lien docket in the clerk's office of said County on page 49, and properly indexed, a certified copy of which is hereby filed, and prayed to be read and treated as part hereof, marked "A". Your oratrix will now show unto your honor that none of the deferred monthly installments have ever been paid on said wagon, team and harness, but on the 9th day of May, 1905, there still remaining unpaid on said debt \$128.32, and the said Charles C. Flanary wishing further time in which to pay said indebtedness applied to your oratrix for an extension of time for ninety days agreeing to execute a negotiable note for the same, and one which could be negotiated at Pennington Gap Bank, Pennington Gap, Virginia, with good and sufficient surety thereon, and brought and delivered to your oratrix a negotiable note for said amount signed by C. C. Flanary and Jerome Skidmore, and represented to your oratrix that the said Jerome Skidmore was perfectly solvent and that he then had to his credit at the Pennington Gap Bank \$2000.00, and by these representations induced your oratrix to accept said note in lieu of said lien. Your oratrix presented said note to said bank for negotiation and was informed by the cashier of said bank that the said Skidmore had no money to his credit in said bank, and that he was absolutely insolvent, having just shortly



previous ~~had~~ taken the benefit of the bankrupt law. Your oratrix is informed and so alleges that both of the said parties, Jerome Skidmore and Chalres C. Flanary are totallly insolvent, and that a fraud has been practiced upon your oratrix by the said C. C. Flanery whereby he obtained the original paper containing said lien, but the same being a matter of record is not released upon the record.

Your oratrix is further informed and so alleges that the said C. C. Flanery is now trying to sell and dispose of the said team, wagon and harness, and if he is permitted to do the same your oratrix will lose her entire debt of \$128.32, as the said Flanary, and his said security Jerome Skidmore will be unable to pay the said indebtedness, being remediless in <sup>the</sup> premises save in a court of equity, your oratrix prays that the said C. C. Flanery and Jerome Skidmore be made parties to this bill and required to answer the same, but not under oath, that being expressly waived; and that the said C. C. Flanary be enjoined and inhibited from selling and disposing of the said team, wagon and harness until the final hearing of this cause; that a decree be entered sustaining and enforcing the lien of your oratrix upon said team of horses wagon and harness, and that a judgment be entered in favor of your oratrix for her said debt of \$128.32 and that the said team, wagon and harness be decreed to be sold for the payment of said indebtedness of Your oratrix Prayes for such other further and general relief as the nature of her casue and equity demands and she will ever pray &c.

*Wm. Vail p.g.*

*Virginia, Lee County, to wit:-  
The foregoing bill was this day sworn to before me by Wm. Vail, to be true so far as the facts stated depend upon his own knowledge, and so far as they depend upon information derived from others, he believes them to be true. Given under my hand this May 24th 1906-*

*W. L. Ewing, Clerk.*



O. J. Parsons

vs Bill in Chy.  
for injunction.

C. C. Hanery, et al.

---

1905 2<sup>nd</sup> June Rules

Bill filed and Sp.,  
with injunction en-  
dorsed, executed &  
D. N.

" 1<sup>st</sup> July Rules

D. N. confirmed  
and cause set  
for hearings.

Decree Final Sept.

Term 1905.



O. J. Parsons.

Plaintiff.

against

C. C. Flavery et al Defendants

} In chancery.

On the calling of this Cause it was  
announced that the matter of Controversy  
between the parties has been settled,  
and on motion of the plaintiff the  
Cause is dismissed and stricken  
from the docket.

O. J. Parsons  
vs { Order Final.  
C. C. Fluery et al.

Entered in C.O.B.8,  
page 71.

Enter this Decree  
H. A. W. Stearns  
Sept 20<sup>th</sup> 1905.



O. I. Parsons,

Plaintiff.

vs

In Chancery.

C. C. Flanary and Jerome Skidmore,

Defendants.

On motion of the plaintiff, who presents her bill sworn to according to law, it is ordered that the defendant C. C. Flanary be enjoined and inhibited from selling, or in any manner disposing of the team of horses wagon and harness in the bill mentioned until the further order of this court. But the plaintiff to entitled herself to the benefit of this decree is required to execute bond before the clerk of this court with security in the penalty of \$250.00 conditioned according to law. And the cause is continued.



O. J. Parsons  
vs Injunction Order  
C. C. Fluey et al

---

Entered in C. O. B.  
No. 8 - p. 55.

Enter this decree  
H. C. W. Shum  
May 24<sup>th</sup> 1908.



Name of Vendor	Name of Vendee	Date of Contract	Amt. Due	Description of Property	Date of Docketing	When Satisfied
O. I. Parsons	Chas. C. Flanary	Nov. 9, 1904	\$165.00	One yellow horse about 9 years old, one blind bay horse 12 to 14 years old and a two-horse 3 1/4 wagon and set of harness to be paid as follows: \$22.50 in hand paid & the balance to be paid monthly in 8 equal installments of \$17.81 1/4, each.	Nov. 11, 1904	

Virginia, Lee County, to-wit:

I, H. C. T. Ewing, County Clerk for the County of Lee and in the State aforesaid, do certify that the foregoing is a true and perfect copy of the Vendor's Lien that O. I. Parsons holds against Chas. C. Flanary, as the same appears of record in my office in Vendor's Lien Docket, page 49, *and which is properly indexed*—

Given under my hand this the 23rd day of May, 1905.

*H. C. T. Ewing* clerk.  
*By W. C. Flanary D.C.*



O. S. Parsons  
vs. } Victor's  
Rien -  
Chas. C. Hawary

Copy -

A.

Check #40



*and John Smyth*

Know all Men these Prsentts, That we O. I. Parsons are held <sup>and</sup> firmly unto the Commonwealth of Viirginia, the sum of (\$250.00) Two Hundred and fifty Dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our hearis, executors and administrators, jointly and severally, firmly by these presents. And we hereby waive the benefit of our exemptions as to this obligation, and also of any claim or right to discharge any liability to the Commonwealth arising under this bond, or by virtue of said office, post or trust, with coupons detached from the bonds of this State. Sealed with our seals, and dated this 26th day of May one thousand nine hundred and five.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas the above bound O. I. Parsons on her bill in Chancery against C. C. Flannery & Jerome Skidmore addressed to the Judge of the Circuit Court of the County of Lee has obtained from the said Judge an injunction enjoining, restraining and inhibiting the plaintiff from further proceeding to sell, or in <sup>bill</sup> any manner dispose of the team of horses wagon, and harness in the <sup>bill</sup> mentioned until the future order of the said Court; and whereas it is provided, by the order of the said Judge awarding the said injunction, that the plaintiff shall not have the benefits thereof until she or some one for her, shall enter into a bond, with good security, in the clerk's office of the said Court, payable to the Commonwealth of Virginia, in the penalty of (\$250.00) Two Hundred and Fifty dollars, and donditioned to pay all such costs as may be awarded against the said plaintiff, and all such damages as shall be incurred in case the said injunction be dissolved. Now, therefore, if the said O. I. Parsons, shall pay all such costs as may be awarded against her, and all such damages as shall be incurred in case the said injunction be dissolved, then this obligation to be void, otherwise to remain in full force and virtue.

Executed in the presence of

*O. I. Parsons* (SEAL)

*John Smyth* (SEAL)

In the Clerk's Office of the Circuit Court of the County of Lee This day personally appeared before me H. C. T. Ewing, Clerk of the Circuit Court of the County of Lee, John Smyth, and made oath that his estate, after the payment of all his just debts, and those for which he is bound as security for others and expect to have to pay is worth the sum of \$250.00, over and above all exemptions allowed by law.

Given under my hand, this 26th day of May, 1905.

*H. C. T. Ewing*  
Clerk.



Filed May 26<sup>th</sup> 1905.

Filed May 26<sup>th</sup> 1905.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*Skidmore*

*C. C. Flanary and Jerome*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on the *3rd* Monday in *June*, 190*2*, to answer a bill in chancery exhibited against *them*

*in our said court by O. J. Parsons*

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the *26* day of *June*, 190*2*, and 1*29* year of the Commonwealth.

A Copy, Teste:

*H. C. T. Ewing*, Clerk.

\_\_\_\_\_, Clerk.



executed by  
delivering a  
true copy of the  
within to  
C. C. Flanery on  
May 30 1905  
and tacked

one on  
Jarome Skidmore  
dore no body  
at home at  
his house

This June 5 1905  
J. F. Hughes  
D D for  
Wm Ball  
R Y C

May 30 1905

D. J. Parsons

VS

SUBPENA  
IN  
CHANCERY.

C. C. Flanery et al

Ors & Incl p. q

To 2nd June Rules.  
1905 Circuit Court.

The necessary bond having been given the Docket  
C. C. Flanery and Jarome Skidmore are enjoined and re-  
strained from further proceeding to effect or in any man-  
ner dispose of the loan of bonds, wagon and harness  
in the bill mentioned until the further order of  
this Court.

This the 26th day of May 1905:

Wm. T. Dunning, Clerk.